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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Bennett Goldberg,

Plaintiff,

v.

Level 3 Communications, LLC
Defendant

: Case No. 07 CIVIL 7841 (S.D.N.Y.)
: (RJH)
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**AFFIDAVIT OF BENNETT GOLDBERG IN OPPOSITION TO
DEFENDANT'S MOTION TO COMPEL ARBITRATION**

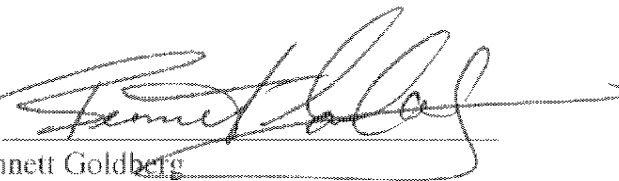
Bennett Goldberg, being duly sworn, hereby deposes and says:

1. I am a resident of New York with my permanent residence at 300 E. 34th Street, New York, New York, 10016.
2. Since entering into the first "Agent Services Agreement" with Broadwing Telecommunications Inc. ("Broadwing") in 2001 (the "2001 Agreement"), I have worked as a salesman of telecommunications services throughout the United States.
3. The arbitration provisions of the 2001 Agreement were offered to me on a take-it-or-leave-it basis; they were presented as non-negotiable aspects of the contract.
4. Likewise, the provisions limiting the liability of Broadwing for damages that result from its breach of the 2001 or 2005 Agreements, and the provisions indemnifying the parties for any liabilities that do occur (paragraphs XI and XII of the 2001 Agreement, respectively) were

presented as non-negotiable provisions of the contracts. They were not negotiated terms.

5. My attorneys have estimated that the minimum additional costs of being compelled to arbitrate my claims in Texas (as opposed to litigating here in New York) will be fifteen thousand (\$15,000.00) dollars.

Dated: ~~New York, New York~~ Los Angeles, California Tbl
~~March 5, 2008~~ March 4, 2008 Tbl

By: 
Bennett Goldberg

Sworn to before me this ~~fourth~~ day of March, 2008


Notary Public

